

## SECTION F GENERAL CONDITIONS

### A. DEFINITIONS

#### 1. THE DISTRICT

Whenever reference is made to the "DISTRICT," "Owner," and "Purchaser" these terms shall be considered as interchangeable and as used herein shall mean Nebraska Public Power District. The DISTRICT will maintain general direction of the work, and shall recognize no extra work that has not been authorized and ordered beforehand in writing. The DISTRICT or its designated representative has the right to stop the work whenever and for so long as such stoppage may be found necessary to ensure proper execution of the contract.

#### 2. THE ENGINEER

Whenever reference is made to the Engineer, it shall mean Nebraska Public Power District, P.O. Box 499, Columbus, Nebraska 68602-0499. The Engineer will be the sole judge of the meaning and intent of the drawings, details and specifications, and whenever a dispute arises, the CONTRACTOR must abide by the Engineer's decisions which will be in writing.

#### 3. THE PROJECT ENGINEER

Whenever reference is made to the Project Engineer, it shall mean Nebraska Public Power District, Site Project Engineer, with field office address at Gerald Gentleman Station, P.O. Box 68, Sutherland, Nebraska 69165.

The Project Engineer will in general perform among other duties overall coordination of the contractors on the jobsite, review work schedules and manning for conformance with project schedules and Contract provisions.

#### 4. THE CONSULTING ENGINEER

Whenever reference is made to the Consulting Engineer, it shall mean Sargent & Lundy LLC, 55 E. Monroe St., Chicago, Illinois 60603. The Consulting Engineer will be a firm retained by the DISTRICT.

#### 5. THE INSPECTOR

Whenever reference is made to the Inspector, it shall mean Nebraska Public Power District or its designated representative.

The Inspector shall be responsible for the DISTRICT'S quality assurance of shop and field work and shall be responsible for the DISTRICT'S check that all work is fabricated and stored, protected and installed in accordance with the Contract drawings and specifications.

## 6. THE CONTRACTOR

The terms "Bidder" (when referring to the time period after the award of the Contract), "Manufacturer," "Vendor," and "CONTRACTOR" as used herein are one and the same and reference to any shall be as if the term " CONTRACTOR" had been used.

The CONTRACTOR shall give efficient supervision to the work, using their best skill and attention. The CONTRACTOR shall keep on their work, during its progress, a competent Superintendent and any necessary assistants, all satisfactory to the DISTRICT. The Superintendent shall not be changed except with the consent of the DISTRICT, unless the Superintendent proves to be unsatisfactory to the CONTRACTOR and ceases to be in their employ. The Superintendent shall act for the CONTRACTOR in their absence and all directions given to such Superintendent shall be binding as if given to the CONTRACTOR. The CONTRACTOR shall be responsible for the work from the date of their Contract until its acceptance by the DISTRICT.

### B. CODES, LAWS AND PERMITS

All work performed under this Contract must comply with prevailing applicable federal, state, county or municipal laws or ordinances. Where federal, state, county, or municipal laws or ordinances require licenses or permits to furnish or install equipment or materials, the CONTRACTOR shall obtain any such permits at their own expense, excepting only that the DISTRICT will provide any required building permits, generating permits and environmental permits from appropriate regulatory bodies (e.g., Power Review Board). Inspections by insurance, city and state representatives shall be arranged and paid for by the CONTRACTOR in connection with permits obtained by the CONTRACTOR.

### C. STANDARDS

Wherever standard codes or specifications are referred to herein, or on the drawings, either by title or by number, the latest revision of such standard code or specification shall apply.

### D. PURCHASE ORDER AND SUBCONTRACT COPIES

The CONTRACTOR shall, upon request, furnish to the DISTRICT three (3) unpriced copies of all purchase orders and subcontracts immediately upon their placement or execution. All supporting information, which is made a part of such orders or subcontracts, must be included.

### E. TECHNICAL DIRECTION OF INSTALLATION, FIELD AND START UP TESTING

For requirements on technical direction, field services and training, refer to Section G.

F. SCHEDULE AND PROGRESS REPORTS

In addition to any other requirements in this Contract Document, the CONTRACTOR shall furnish to the DISTRICT, thirty (30) days after notification of award of the contract, a Critical Path Method (CPM) schedule of expected progress for the work to be performed under this contract, conforming in all respects to the requirements of Section D, paragraph L, subparagraph 1 of this Contract Document.

Any data required by the CONTRACTOR from other contractors, or the DISTRICT, shall be indicated merely by an arrowhead activity. CONTRACTOR'S assumed times for these activities will be subject to approval of the DISTRICT. Such schedules as are furnished by the CONTRACTOR shall be accompanied by appropriate computer runoff sheets to show as a minimum the Earliest Starting Dates (ESD) and the list of total float in ascending order.

The CONTRACTOR shall submit to the DISTRICT, their purchase order lists showing their various suppliers, purchase order numbers, date, a description of the material involved and the delivery date specified. (Refer Section F, paragraph H, page F-2.) The CONTRACTOR shall also submit copies of subcontracts which they execute showing date, a description of work or material to be furnished, and delivery dates. (Refer Section F, paragraph H, page F-2.) Such information shall be provided promptly so that the DISTRICT will be aware of the progress and adherence to the schedule by the CONTRACTOR in placing of orders and adherence to the specific specification requirements of the Contract Documents.

During the course of the work, the CONTRACTOR shall regularly update their CPM schedule for the current aspects of their work and officially submit this updated information to the Project Engineer on a monthly basis on the last day of the month. If the Project Engineer decides that the CONTRACTOR'S original CPM schedule has been sufficiently changed in the course of their work, the CONTRACTOR shall submit a new and revised CPM schedule within fifteen (15) days of such notification.

The CONTRACTOR shall confer on a regularly scheduled basis with the DISTRICT and with the other contractors for the purpose of formulating the detailed work in accordance with the schedules and coordinate their work with the work of other contractors.

The CONTRACTOR shall conform to the DISTRICT'S overall program to achieve the rapid completion of the project as a whole and within the limits of the agreed upon schedule which form part of this Contract.

The CONTRACTOR shall have their trades afford all other trades under the control of other contractors every reasonable opportunity for the installation of their work as well as for the storage of their material and equipment.

When the CONTRACTOR is required to place, install, or connect up material or equipment furnished by others, the CONTRACTOR shall notify the DISTRICT in writing from time to time when such equipment or material will be needed, and the CONTRACTOR shall cooperate with the DISTRICT in arriving at the best workable overall scheduling of such work.

The CONTRACTOR shall provide the DISTRICT with a schedule of submittals of drawings for approval, delivery of material or equipment, and purchase order numbers, dates, descriptions of material involved, and specific delivery dates.

G. FIELD PERSONNEL AND EMPLOYMENT RECORDS

All portions of the contracted field work shall be done by personnel who are experienced and skilled in the type of work assigned to them. All work shall be accomplished by currently accepted methods, using CONTRACTOR supplied labor, supervision, equipment, tools, devices, materials, and things of the kind and type necessary to do all phases of the work in a proper and expedient manner as specified by the DISTRICT in these Contract Documents.

All types and kinds of field work shall be done under the direction of one competent superintendent stationed at the job site whenever the work is in progress, and fully authorized by the CONTRACTOR to represent, act, and negotiate for them in their absence.

The superintendent shall not be changed except with the consent of the Project Engineer, unless the superintendent proves to be unsatisfactory to the CONTRACTOR and ceases to be in their employ. The superintendent shall be fully authorized to represent and to act and negotiate for the CONTRACTOR in their absence, and all directions given to them shall be as binding as if given to the CONTRACTOR. Directions shall be confirmed in writing to the CONTRACTOR. The CONTRACTOR or their field superintendent shall give efficient supervision to all phases of work, using their best skill and attention.

A Daily Construction Report is to be prepared by the CONTRACTOR and each of their Subcontractors. The CONTRACTOR is to deliver these reports to the DISTRICT before 10 a.m., of the following work day. This report will include top supervision by name and title, number of foremen, the exact number of men of each craft, the hours worked on the jobsite, mandays lost if any, cause of lost time, i.e., inclement weather or labor problems.

A Weekly Construction Report is to be prepared by the CONTRACTOR and each of their Subcontractors. This report will be due in the DISTRICT'S office by noon, Monday of the following week. This report will include a manpower summary by craft and a brief description of work completed for the past week. The report will also include a brief description of expected work accomplishment for the current week.

H. CONTRACTOR EMPLOYEE IDENTIFICATION

Each of the CONTRACTOR'S employees shall be identified by hard hat number provided by the CONTRACTOR.

I. PARKING AT JOBSITE

Parking of the CONTRACTOR'S and employees' cars, except as required for the performance of work, will be in an area as designated by the DISTRICT. Parking of vehicles along roads, access areas or drives will not be tolerated and the CONTRACTOR shall control their employees' parking upon request by the DISTRICT.

J. SECURITY GATE ACCESS

1. All CONTRACTOR personnel and vehicular traffic shall enter and leave the GGS plant site through the DISTRICT designated security entrance gate. Unauthorized personnel will not be permitted on the site.
2. Upon initial arrival at GGS, the CONTRACTOR'S employee(s) shall be expected to complete the following:
  - a. Employees shall first stop in and register at the main plant Guard House. At this time, Security personnel shall issue the CONTRACTOR employee(s) a visitor pass, an index card that details their ID badge information, and a temporary vehicle pass (T-Pass) if driving a company vehicle on the facility. Please note that a photo ID will be required for initial registration.
  - b. CONTRACTOR employees shall then be directed to immediately proceed to the Employee Development Center or a destination indicated by a DISTRICT representative to receive General Orientation Training (GOT).
  - c. Upon completion of their GOT, a photo ID of the employee(s) shall be prepared and issued to the individual CONTRACTOR employees. Following the receipt of their photo ID badge, the CONTRACTOR employee(s) shall immediately report to their supervisor or District representative.
  - d. The CONTRACTOR employee(s) shall retain their ID badge on them at all times while they are on-site at GGS. If conditions mandate, all CONTRACTOR employee(s) may be asked to prove their identity and approval of site access by displaying their ID badge to District personnel.
  - e. If a CONTRACTOR employee(s) has been issued a vehicle T-Pass, they shall clearly display this pass so it is visible through the front windshield of the vehicle. The requirement for a vehicle T-pass extends to all CONTRACTOR vehicles that are brought on the GGS plant site.

3. Once the CONTRACTOR employee(s) has / have received their photo ID, the following steps shall be followed when entering and leaving the GGS work site:
  - a. When entering or leaving the GGS work site through the south access gate, each individual employee shall be required to enter and egress through the turnstile. In the case of company personnel riding in vehicles that are coming or leaving through this gate, all individuals, including the driver, shall first go through the turnstile. Once everyone has passed through the turnstile, Security personnel will open the gate to allow the driver to bring the vehicle through the gate.
  - b. When entering or leaving the GGS work site through the west main access gate, individual employees shall be required to enter and egress through either the turnstile or via a vehicle through the main gate. In the case of company personnel riding in vehicles that are coming or leaving through this gate, all individuals, including the driver, shall scan their ID badge in front of the grey security scanner located at the gate.
  - c. If the CONTRACTOR employee(s) enter and egress through a turnstile (i.e., either at the south gate or the west main access gate), they shall do so one at a time. The CONTRACTOR employee(s) shall ensure that the turnstile “locks” each time a person goes through the turnstile. “Piggy backing” through the turnstile or not ensuring the turnstile has locked after each individual goes through is prohibited.
  - d. The CONTRACTOR shall determine on their own whether they want to hold all their employee District-issued identification badges once they leave site for the shift, or whether they want the individual employees to retain them.
  - e. The CONTRACTOR shall immediately notify Security personnel if an ID badge has been lost or stolen. At that time, a new ID badge will be issued.
  - f. In regard to monitoring employee and contractor activities while on-site at GGS, please note that the entire GGS site is under constant camera surveillance. This area includes the south and main gate access turnstiles and vehicle gates.
4. When a CONTRACTOR employee(s) is to leave the site for more than twenty-four (24) hours at a time, the following steps shall be followed:
  - a. The CONTRACTOR employee(s) shall return the ID badge and vehicle T-Pass, as applicable, to the GGS main plant Guard House on the last day of work at the end of their work shift.

- b. The CONTRACTOR employee(s) shall clearly inform the Security personnel at the GGS main plant Guard House that they are leaving the site for more than a twenty-four (24) hour period. CONTRACTOR employee(s) gate access will then be revoked.
  - c. If / When a CONTRACTOR employee(s) returns to the GGS plant site, their photo ID will be reissued and their gate access shall be restored. If their return date is within the calendar year, the CONTRACTOR employee(s) will not be required to attend GOT training. If the CONTRACTOR employee's return date is in a succeeding year, the CONTRACTOR employee(s) shall be required to attend GOT training.
- 5. In addition to these requirements, the CONTRACTOR shall perform the following steps on a daily basis:
  - a. Complete the requested information on the District-issued "Daily Contractor Report". This report shall clearly identify any CONTRACTOR personnel who shall be leaving the work site for more than twenty-four (24) hours at a time. The properly completed "Daily Contractor Report" shall be returned to the CONTRACTOR'S District site contact by 10:00 a.m. of the following calendar day.
- 6. Materials or equipment leaving the GGS plant site shall be authorized by the DISTRICT. The DISTRICT, at its option, may check the ingress and egress of CONTRACTOR personnel and traffic. If necessary, when leaving the plant site, the DISTRICT and GGS Security personnel reserve the right to perform random searches of CONTRACTOR'S vehicles, tool boxes, etc. that are brought on-site to search for illegal materials or stolen property.

#### K. CONTROL OF PERSONNEL

The CONTRACTOR shall at all times be responsible to the DISTRICT for all acts of and happenings to their employees. They shall also be held responsible for all acts of and happenings to employees of any Subcontractors that may be doing work on this project for them.

Immediately upon arrival on-site the CONTRACTOR must provide the station telephone operator with a written summary of their personnel and their Subcontractor personnel who will be performing work on-site. After submittal of the initial summary, and throughout the duration of on-site work, the CONTRACTOR must submit a written weekly summary for the next week to the station telephone operator no later than 3 p.m. every Friday. Each summary must include the CONTRACTOR'S company name, the name and position of the CONTRACTOR'S on-site employee who is responsible for the CONTRACTOR'S on-site personnel, the on-site telephone number of the CONTRACTOR, the CONTRACTOR'S on-site DISTRICT contact person, the name of

each employee working on-site, and the specific days and times that the employee will be on-site.

L. INTERFERENCE WITH OPERATIONS OF PLANT

The DISTRICT is engaged in the business of generating, transmitting, and distributing electric power and energy. Neither the CONTRACTOR nor any of their Subcontractors nor any employee of either of them shall enter any part of the DISTRICT'S premises other than the construction area as established by the DISTRICT, or touch, move, manipulate or tamper with any of the DISTRICT wires, pipes, fixtures, machines, appliances or equipment without express permission from the DISTRICT.

The CONTRACTOR shall store their equipment and materials in areas to be designated by the DISTRICT.

M. REMOVAL OF PROPERTY FROM THE PLANT SITE

No CONTRACTOR, Subcontractor or an employee thereof shall either remove or attempt to remove any machinery, equipment, tools or materials of any nature from the confines of the DISTRICT'S plant site without presenting a material gate pass that has been signed by the person or persons designated by the DISTRICT.

Upon request by duly authorized personnel of the CONTRACTOR, and after conducting such investigation as they may consider necessary, the DISTRICT will issue a suitable material gate pass without charge.

N. DISTRICT'S USE OF EQUIPMENT

The DISTRICT may use the equipment and material being furnished under these specifications and/or Contract as the DISTRICT'S needs require, even prior to final acceptance.

O. USE OF INSTALLED WORK

When the state of completion will permit use of any portion(s) of the work done by the CONTRACTOR, the DISTRICT shall have the right to place in service and use that work if it so desires, and the CONTRACTOR shall give proper access to the work for that purpose. Such use and operation of work by the DISTRICT shall in no way constitute acceptance of the work or in any way relieve the CONTRACTOR of any guarantees established in the Contract Documents.

P. SECURITY, SAFETY, AND ADMINISTRATIVE RULES AND PROCEDURES

When performing work hereunder on-site at DISTRICT facilities, the CONTRACTOR shall comply with all security, safety, and administrative rules and procedures of the work site in the performance of the work hereunder.



Q. SAFETY PRECAUTIONS

Since the field construction may be done in close proximity to operating equipment presently installed and to other work, the CONTRACTOR shall take all necessary precautions to prevent accidental contact with, or unsafe proximity to, any electrically hazardous installations by crane booms or other objects, and to do all things necessary to prevent damage of any nature to underground and overhead utilities, roads, substructures, overhead facilities, and all other existing installations. CONTRACTOR shall use proper care and diligence in bracing and securing all parts of the work and shall in all cases judge as to the amount of protection required.

R. SAFETY/ENVIRONMENTAL

The CONTRACTOR shall comply with all federal, state, and local governmental orders, rules, and regulations governing safety and the safe performance of their work.

The CONTRACTOR shall comply with all federal, state, and local governmental orders, rules, and regulations governing environmental issues. Such issues may include, but not be limited to, handling and disposal of hazardous materials, hazardous/special/solid wastes, chemical and petroleum product storage, spill prevention, and spill response. The CONTRACTOR shall comply with any other directions regarding environmental issues as specified by the DISTRICT in these Contract Documents or otherwise designated by the DISTRICT. CONTRACTOR shall identify those hazardous materials that remain on the jobsite at the end of the Project. The supply or furnishing of materials and/or products containing asbestos or ceramic fiber is prohibited for any application.

The CONTRACTOR shall also comply with the following requirements when they become applicable to the work being performed.

1. Respirators

CONTRACTOR personnel will wear respirators when dust or other hazards are present. CONTRACTOR will ensure and document that personnel are clean shaven, medically qualified, adequately trained and fit tested before they may use respirators on the job. Respirators and breathing air compressors will comply with OSHA Standard 1910.134.

2. Fall Protection

CONTRACTOR personnel will use body harnesses, lanyards, etc., to protect themselves when working at elevation.

3. Eye Protection

CONTRACTOR personnel will use proper glasses, goggles, helmets, etc., to protect themselves against injury from dust, fine particles, welding arcs or other radiation.

4. Hard Hats

CONTRACTOR personnel will wear head protection any place in the plant and outdoors where there is a chance of falling objects.

5. Safety Shoes

CONTRACTOR personnel are to comply with the GGS Safety Shoe Policy while performing work activities on GGS property or for GGS, at the expense of the CONTRACTOR.

6. Noise Protection

CONTRACTOR personnel will wear ear plugs or other adequate noise protectors when working in areas where the noise level exceeds 85 dBA.

7. Shoring

CONTRACTOR will provide shoring for excavations, or equivalent procedures, to protect personnel from cave-ins.

8. Barricades

CONTRACTOR will provide barricades adequate to protect personnel from hazardous conditions including but not limited to excavations or energized electrical parts. Barricading practices will be consistent with DISTRICT procedures.

9. Material Safety Data Sheets (MSDS)

Upon request by the DISTRICT, the CONTRACTOR shall provide copies of Material Safety Data Sheets (MSDSs) and estimated quantities for all materials to be used at the jobsite. Based upon review of the MSDSs provided by the CONTRACTOR, the DISTRICT may propose alternate products for use, or designate storage or handling requirements to protect CONTRACTOR and DISTRICT employees and the environment.

Copies of MSDSs for materials to be brought on the jobsite shall be available at the jobsite. The CONTRACTOR shall provide employees with adequate training as to the hazards associated with materials used on the jobsite and protection measures as specified in 29 C.F.R. §1910.1200.

The CONTRACTOR shall be directly responsible for its own safety program. The presence of a safety supervisor employed by the DISTRICT will be for the sole purpose of generally coordinating the site safety program and will in no way detract from the CONTRACTOR'S safety responsibility.

Safety equipment suitable to the hazards involved and conforming to the safety regulations on the project must be furnished by the CONTRACTOR.

The CONTRACTOR shall not utilize wooden or aluminum ladders on-site.

The CONTRACTOR shall provide, at the jobsite, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

The DISTRICT may shut down work if in their opinion the CONTRACTOR'S work is being performed in a hazardous or dangerous manner. Work will not thereafter proceed until the CONTRACTOR makes necessary corrections to bring their work into compliance. The CONTRACTOR shall be entitled to no additional compensation or extension of time for performance of this Contract in the event the DISTRICT has to shut down the CONTRACTOR'S work because of safety violations.

The CONTRACTOR shall specifically require that any and all of their lower tier contractors comply with the provisions as outlined in these conditions. The CONTRACTOR agrees to indemnify and hold harmless the DISTRICT or their representatives from and against any and all claims, liabilities, obligations, and causes of action of whatsoever kind or nature as a result of the failure to comply with safety requirements.

The CONTRACTOR must promptly report in writing to the DISTRICT all accidents and lost time involved, including those of their Subcontractors, whatsoever arising out of or in connection with the performance of the work (whether on or adjacent to the site) which cause death, personal injury, or property damages, giving full details and statements of witnesses. One (1) copy each of Employer's First Report of Injury will be provided to the DISTRICT for accidents occurring to the CONTRACTOR or their Subcontractors' employees.

If any claim is made by anyone against the CONTRACTOR or any Subcontractor because of any accident, the CONTRACTOR shall promptly report the facts to the DISTRICT in writing, giving full details of the claim.

S. DUST OR FUME CONTROL

Whenever demolition or other work of any kind creates harmful dust or fumes, equipment for the complete protection of all personnel and property against dust and fumes shall be installed, maintained, and effectively operated by the CONTRACTOR as required by law.

All such equipment is to be of a type approved by the State, County, and/or Municipal regulatory body or in accord with the specifications adopted by such regulatory body and "harmful dust or fumes" shall be as defined by the Industrial Board of the State Labor Department or other governmental body having jurisdiction.

T. QUALITY OF WORKMANSHIP

All work shall be done in a thoroughly workmanlike manner and shall follow established modern practice for the manufacture and construction indicated. The CONTRACTOR shall maintain an adequate quality control program to assure the DISTRICT of compliance with all items required by the Contract Documents.

U. TOOLS, PLANT, EQUIPMENT AND PERSONNEL

If, at any time during the progress of the work, tools, plant equipment or personnel provided by the CONTRACTOR for field use appear to be unsafe, insufficient, inefficient or inappropriate to secure the quality of the work required or the proper rate of progress, DISTRICT may order the CONTRACTOR to increase their efficiency, to improve their character, to augment their number, or to substitute other tools, plant or equipment as the case may be, and the CONTRACTOR must conform to such order; but failure of the DISTRICT to demand such increases of efficiency, number or improvement shall not relieve the CONTRACTOR of their obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Contract Documents.

The CONTRACTOR will submit a report of major construction equipment, including Subcontractors, to the DISTRICT weekly. This listing of equipment will include items of \$1,000 value and above on forms supplied by the DISTRICT.

V. INSPECTION OF THE SITE

The CONTRACTOR shall inspect the site and thoroughly familiarize themselves with the existing conditions and nature of the work. No verbal agreement or conversation with any officer, agent or employee of the DISTRICT or their Representative either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

W. MEASUREMENTS

The CONTRACTOR shall, as and to the extent necessary for proper accomplishment of their work, verify all measurements in the field.

X. SOIL DATA

Test borings and geophysical data have been obtained for the site. The boring logs are shown on drawings which will be made available to the CONTRACTOR. The geophysical data is included for information so that the CONTRACTOR may be apprised of the information available as to the character of the materials to be encountered. These data are believed to be correct. However, neither the DISTRICT nor the ENGINEERS guarantee that materials other than those shown on the logs will not be encountered nor that the proportions and character of the various materials will not vary from those indicated on the drawings.

CONTRACTOR will be permitted to make their own soil investigation, but same shall be made with no cost to the DISTRICT and without interference with other contractors at the site.

Y. MATERIALS

Unless otherwise specified, all materials furnished by the CONTRACTOR shall be new and both workmanship and materials shall be good quality. The CONTRACTOR shall furnish certification that the materials are in accordance with the specifications. If required by the specifications, samples shall also be furnished. The equipment or materials to be supplied shall be the same as the approved samples.

Materials delivered or installed not in accordance with the plans and specifications shall be removed and replaced at the CONTRACTOR'S expense. If the progress of the work is such that removal is impractical, the DISTRICT shall have the right to deduct the amount of money it considers equivalent to the difference in value received.

Z. SUBSTITUTION OF MATERIALS

Whenever the expression "approved equal" appears in the specifications and the CONTRACTOR desires to propose a method or use an article, device, or material other than that specifically named, they shall in all cases submit the same for approval to the DISTRICT sufficiently in advance of required date so that the DISTRICT will have time for evaluation before article, device or material is needed, and they shall not make the substitution unless such approval is obtained in writing.

AA. STORAGE

The CONTRACTOR shall store their equipment and materials in areas to be designated by the DISTRICT, and shall be fully responsible for the adequate protection of all items stored by them.

In addition to any other requirements as to storage in the specifications and Contract documents, the CONTRACTOR shall develop procedures and methods for storage of all materials and equipment which are to be installed by them in the station. These procedures and methods shall prevent the intermixing, intermingling, contamination,

undue straining, or damage of any kind to the materials and equipment under the jurisdiction of the CONTRACTOR.

The CONTRACTOR shall submit such procedures and methods for material and equipment storage to the DISTRICT for review and approval not more than thirty (30) days after notification of award of the Contract.

After approval by the DISTRICT, the CONTRACTOR shall adhere to the provisions of the procedures and methods in all respects.

**BB. HANDLING AND PROTECTION OF MATERIAL**

If requested by the DISTRICT, the planned method of moving or placing of equipment shall be submitted to the DISTRICT for approval. This approval shall not relieve the CONTRACTOR of responsibility for the safety of the equipment and personnel.

The CONTRACTOR shall be responsible for unloading, uncrating and handling all equipment and material furnished by them or assigned to them. The salvage materials, dunnage and scrap resulting from such work shall be disposed of by the CONTRACTOR in the manner prescribed by the DISTRICT.

The CONTRACTOR shall be responsible for the protection, including weather protection, and proper maintenance, of all equipment and material furnished by them or turned over to them, and as part of their work shall move such equipment and materials from the place where it is received by them or turned over to them to its final location. Equipment subject to moisture contamination shall be kept dry with adequate heating elements by the CONTRACTOR at their own cost.

The CONTRACTOR shall therefore provide any necessary protected storage space required for their work, material and equipment, as well as the material and equipment furnished by the DISTRICT and turned over to them.

In the event that the rehandling or relocating of equipment or material shall be deemed necessary by the DISTRICT, the CONTRACTOR shall, under the direction of the DISTRICT, do such rehandling at no extra charge to the DISTRICT.

**CC. SALVAGE ITEMS**

Where the specifications or drawings require removal of existing piping, structural steel, building siding or equipment, the removed material or equipment shall, unless otherwise permitted herein, remain the property of the DISTRICT, and shall be delivered by the CONTRACTOR to such point(s) of storage on the jobsite as designated by the DISTRICT.

**DD. REMOVAL OF DEBRIS**

The CONTRACTOR shall at all times keep the site clean and free of debris and surplus materials. The CONTRACTOR shall remove and dispose of any such materials as directed by the DISTRICT. Failure to remove materials will be cause for the DISTRICT to clean the site and backcharge the CONTRACTOR.

If, at any time, an accumulation of debris and/or surplus materials should exist which is considered detrimental to the project, and should the CONTRACTOR claim that these materials have not resulted from their work, then the DISTRICT'S determination as to whose responsibility it should be to remove these materials shall be final and binding on all contractors.

EE. MAINTENANCE AND PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall do all field work in a manner causing the least possible obstruction or damage to public and private highways, streets, roads, alleys and sidewalks; shall continuously maintain adequate protection of all of their work from damage or loss; and shall protect all property of the DISTRICT from any unnecessary obstructions and any injury or loss attributable to their operations. They shall make good any such damage, injury or loss.

Throughout the progress of their work, the CONTRACTOR shall provide and maintain all passageways, guard fences, flags, lights and other protective measures required by statutes, ordinances, local regulations and prevailing conditions and as requested by the DISTRICT.

FF. TERMINAL POINT LOCATION, PROTECTION AND CONNECTION

Terminal points at piping, equipment, and other work either existing or to be installed by others for connection of work by the CONTRACTOR will be approximately where shown on the drawings. It shall, however, be the responsibility of the CONTRACTOR to ascertain the exact position of any point where their work connects to work which has been or will be installed by others, and to make minor adjustment in the length, line or grade of their work if necessary for proper and workmanlike connection thereto. Minor deviation in the location of such a terminal point from the position shown on the drawings will not be considered cause for additional payment. It shall further be the responsibility of the CONTRACTOR to provide all things such as cutting, trimming, welding, stress relieving, radiographing, bolts, and gaskets required to properly complete the terminal connection.

Where work by CONTRACTOR provides a terminal for future connection by them or by others, the terminal shall be where and as shown on the drawings, or if not specifically located on the drawings, it shall be where and as directed by the DISTRICT. Such terminals shall be provided with covers or other protective devices required to prevent damage, and to prevent entry of dirt, water and other foreign material.

GG. REMOVING AND REINSTALLING OR REPLACING COMPONENTS

During the course of their handling and erecting work, the CONTRACTOR may find it necessary or of major advantage to remove and reinstall or replace certain structural steel, stairs, handrails, grating, piping, electrical circuits or lighting fixtures which have previously been installed by others. Prior to the removal of any such components, the CONTRACTOR shall schedule and program the work in a manner acceptable to the DISTRICT.

Permission or approval by the DISTRICT to remove any installed component or item shall not in any way relieve the CONTRACTOR of full responsibility for the safe and proper performance of their work, or for the protection of life and property. Where and as necessary for safety or weather protection, or when requested by the DISTRICT, the CONTRACTOR shall provide and maintain acceptable temporary protective devices (such as guard rails, walls, walkways, shores, braces, tarpaulins, flags, and lights) until the removed items have been reinstalled or replaced to provide "as was" conditions to the full satisfaction of the DISTRICT.

All costs of removing and reinstalling or replacing building or other components to permit or expedite the work of the CONTRACTOR shall be included in the applicable price quoted in Section C herein, and such work shall be done by the CONTRACTOR without additional cost to the DISTRICT.

#### HH. CUTTING AND REPAIRING OF EXISTING WORK

All cutting, drilling, patching, repairing and replacing of existing building components, equipment, piping, electrical circuits and other things required by or resulting from the CONTRACTOR'S operations shall, without added cost to the DISTRICT, be done by the CONTRACTOR to the satisfaction of the DISTRICT. This shall include the providing of sleeves, thimbles, frames, flashings, rain hoods and reinforcements, as required to provide complete and finished work and to retain the integrity of building and other components where openings must be cut in them to permit installing pipes, electrical conduit, ducts or other items; also the replacement of broken window glass, repair or replacement of damaged insulation, patching concrete, touch-up painting and other items of similar nature.

### II. TEMPORARY UTILITIES

#### 1. Electric Power and Light

Construction power will be furnished in reasonable quantities to the CONTRACTOR by the DISTRICT without cost. The power will be delivered at 480 volts, 3-phase, 4 wire, from strategically located load center(s) on the overall construction site. Depending on the allocation allowed in Section G of these specifications, one or more circuit breakers will be furnished in these load center(s) to which the CONTRACTOR may connect their primary supply cable(s) and receive their allocation of construction power.



The CONTRACTOR shall furnish and maintain their own power distribution centers and systems in their work area. The CONTRACTOR'S allocated power requirements shall only be served from these distribution centers. No more than one major distribution center shall be directly connected to each DISTRICT load center circuit breaker.

The CONTRACTOR'S primary supply cable(s) shall be installed below grade where practicable, with adequate mechanical protection against physical damage from construction activities within and without their work area. Where installation cannot be made below grade, the cable(s) shall be installed in rigid conduit only after approval by the DISTRICT.

The CONTRACTOR'S distribution centers shall be suitable for their environment. The centers and their distribution systems shall at least, satisfy or exceed, the applicable requirements of the National Electric Code (NEC) and of the Occupational Safety & Health Act (OSHA).

The DISTRICT will provide overall construction area general lighting. The CONTRACTOR shall provide and maintain adequate lighting in their own work and storage areas.

Except for specific locations approved by written permission from the DISTRICT, power for area space heating shall not be utilized.

The DISTRICT will take all reasonable steps to maintain power availability at the DISTRICT'S load centers. The CONTRACTOR shall have no basis for claim should power outages occur.

2. Potable Water

Potable Water will be provided at no cost to the CONTRACTOR at a centrally located water tap. The exact location of the tap will be determined later.

3. Service Water

Service Water will be provided at no cost to the CONTRACTOR at a centrally located water tap. The exact location of the tap will be determined later.

JJ. TEMPORARY BUILDINGS

Suitable ground space will be assigned by the DISTRICT for the location of all CONTRACTOR'S temporary buildings.

KK. TELEPHONES FOR ON-SITE WORK

It shall be the CONTRACTOR'S responsibility to arrange for their own telephone service and installation and to bear the cost thereof. Telephone communications lines will be brought to the site by the telephone company, terminating at a central point at the site in the area of the DISTRICT'S Field Offices, and allocation of the available lines will be made to assure equitable availability of service for all contractors at the site. Request for allocation of available telephone lines should be made to the DISTRICT.

LL. SANITARY FACILITIES

CONTRACTOR shall provide toilet facilities for themselves and their Subcontractors. All facilities must meet OSHA requirements. Location and design of toilet facilities shall be approved by the DISTRICT.

MM. HEATING REQUIREMENTS

The CONTRACTOR shall provide temporary heating if required in any area where they shall be performing work covered by this contract. Temporary heating appliances shall be properly vented and maintained. Locations of temporary heaters and the heaters to be used shall be approved by the DISTRICT, prior to installation.

NN. NOTICE OF SHIPMENT AND SHIPPING INSTRUCTIONS

If any equipment or material required by this Contract is to be shipped to the site, the following shall apply.

1. Bill of Materials

The DISTRICT requires the CONTRACTOR to submit a bill of materials list which shall be provided to the DISTRICT no later than sixty (60) days prior to the start of shipment of material to the DISTRICT and shall be mailed to the destinations listed below. The CONTRACTOR shall provide a complete listing of all parts, components and materials (including the price) for each item being provided under the scope of this Contract. The list will be used by the DISTRICT to create plant material numbers for each item. The plant material numbers will be provided to the CONTRACTOR and the CONTRACTOR shall include those plant material numbers on the billings submitted to the DISTRICT and also on the packing slips(s) included with all shipments.

2. Notice of Shipment

A "Notice of Shipment" shall be mailed to the following, sufficiently early, to be received before shipment arrives at destination.

Two (2) copies to: Nebraska Public Power District  
Gerald Gentleman Station  
P.O. Box 68

Sutherland, Nebraska 69165

Attn: \_\_\_\_\_ (NPPD to advise)  
Responsible District Engineer

One (1) copy to: Nebraska Public Power District  
P.O. Box 499  
Columbus, Nebraska 68602-0499

Attn: \_\_\_\_\_ (NPPD to advise)  
(Senior) Contract Specialist

Said notice shall contain, in addition to a bill of materials shipped, name of carrier, routing, and other similar information. Attach a copy of the Bill of Lading, and Packing Lists. THE CONTRACT NUMBER MUST BE SHOWN ON ALL SHIPPING DOCUMENTS.

3. Pre-Assembly of Equipment

To the maximum extent practical, CONTRACTOR shall pre-assemble all components and equipment off site within the shipping limitations of the generating station.

4. Packaging and Shipping:

- a. CONTRACTOR shall adequately prepare all of the equipment for shipment. Where required by the equipment, CONTRACTOR shall furnish and install covers to protect the equipment from rain, hail, wind, dust, etc. Equipment shall be adequately sealed and protected during shipment to prevent corrosion, entrance of foreign matter and possible damage from rough handling during transit. Any articles or materials that might otherwise be lost in shipping shall be boxed or wired in bundles and plainly identified as described hereinafter.
- b. Items that are either too heavy or too bulky to be handled by one person shall preferably be fastened to a pallet or be packaged in a manner that is suitable for handling with a forklift truck. Where it is not feasible to handle an item with a forklift truck, parts shall be prepared so that slings for handling may be attached readily while the parts are on the transporting vehicle. Where it is unsafe to attach slings to the box, the boxed parts shall be packed with slings attached directly to the part and the sling shall project through the box or crate so that attachment can be made readily.
- c. When a shipment is to be made, CONTRACTOR shall notify the DISTRICT giving a description of the articles shipped, the packing list

and any other information necessary for identification. CONTRACTOR shall also provide instructions for assembly and storage of equipment or instruments that should be stored inside or that require special attention or maintenance prior to installation and for the period of time between completion of installation and the time that the equipment is placed in service. The shipping weight and dimensions of each article shall also be given, as well as any information related to unloading or handling equipment or materials, such as pickup points, spreader bar requirements.

- d. All equipment and separately shipped items shall be clearly identified with a securely fastened, weatherproof tag. All shipping containers, packing lists, bills of material, correspondence, etc., shall also be identified with identical information. Boxes, shipping containers, crates, etc., shall have a packing list firmly attached to the exterior and a duplicate packing slip packed internally.
- e. CONTRACTOR shall be responsible for its sub-contractor(s) adhering to the above shipping preparations on all equipment and items shipped directly to the site by the sub-contractor.
- f. No early shipment of equipment covered by this Specification shall be made unless a release has been obtained from the DISTRICT.
- g. All weld preparation, flanged faces, other machined surfaces and protruding parts shall be adequately protected against accidental damage and corrosion during transit or storage. Protective covers and braces shall be securely fastened to prevent displacement during transit.
- h. CONTRACTOR shall list all items that are shipped loose for field erection or assembly.

5. Delivery of Equipment:

- a. DISTRICT's site project manager shall be notified of the delivery date at least one week before the equipment is to be delivered. Further, DISTRICT's site project manager shall be notified of the delivery time (within one hour) at least 24 hours before the equipment is to be delivered.
- b. Mandatory to call 24 hours before arrival. Primary contact is \_\_\_\_\_ (\_\_\_\_) \_\_\_\_-\_\_\_\_; secondary is \_\_\_\_\_ (\_\_\_\_) \_\_\_\_-\_\_\_\_. (NPPD to advise)
- c. Delivery day and hours are Monday through Friday 7:00AM to 5:00PM.
- d. CONTRACTOR shall identify the means by which equipment will be transported to the site.

- e. CONTRACTOR shall coordinate all deliveries and cooperate fully with DISTRICT's site project manager. Details on delivery schedule, unloading and handling requirements, storage prior to and during installation and any onsite requirements of the equipment shall be coordinated with the DISTRICT's site project manager.

6. Unloading, Storage and Protection

- a. DISTRICT will designate a laydown area for material deliveries based on CONTRACTOR's requirements.
- b. For items shipped by truck, which weigh in excess of 2,000 lb per item, the truck shall have a removable roof to allow unloading by crane.
- c. The CONTRACTOR shall inform the DISTRICT of electrical equipment which is required to be heated during storage so that heaters to maintain the equipment temperature are provided.

7. Protective Coatings and Preservatives:

- a. Preservative coatings used on components shall be suitable for the conditions normally expected during shipping, storage and throughout the erection period.
- b. Each type of preservative used shall be identified as to quality, life expectancy and type. Toxic and hazardous type preservatives shall not be used. Complete information shall be submitted to the Engineers covering step-by-step procedures, including federal, state and local governing controls for handling and removal of each type of preservative. This information shall be submitted six months prior to delivery.

OO. OWNERSHIP AND USE OF DOCUMENTS

The DISTRICT shall have complete and unrestricted right henceforth and forever in the conduct of its operations to retain, own and use all original drawings, plans, design calculations (and supporting data), studies, reports, data, specifications, and all documents prepared by the CONTRACTOR pursuant to this Contract. The CONTRACTOR shall have the right to retain copies of such documents for the CONTRACTOR'S records and use, but in no event shall disclosure of these materials be made to any third party without the prior written approval of the DISTRICT.